

THE HONORABLE _____

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

LEO'S WELDING and FABRICATION, LLC,
a Washington limited liability company

Plaintiff,

v.

HANNAH, Official Number 1067457, her
machinery, engines, equipment, cargo
appurtenances, *in rem* and SAYAK LOGISTICS,
LLC, a Alaska limited liability company dba
NORTHLINE SEAFOODS *in personam*;

Defendants.

AT LAW AND IN ADMIRALTY
NO.

VERIFIED COMPLAINT TO
ENFORCE A MARITIME LIEN,
BREACH OF CONTRACT, AND FOR
DAMAGES *IN REM* AND *IN*
PERSONAM

Plaintiff Leo's Welding and Fabrication, LLC ("Plaintiff") alleges as follows:

1. This is a matter of admiralty and maritime jurisdiction, as more fully appears below.

This is an admiralty and maritime claim within the meaning of Fed. R. Civ. P. 9(h). The court has original and exclusive jurisdiction over this action in admiralty, *in rem*, and *in personam*, in accordance with the provisions of 46 U.S.C. sec. 31342 and 46 U.S.C. 31343.

1 2. Plaintiff Leo's Welding and Fabrication, LLC (Leo's Welding) is a Washington
2 limited liability company doing business in this district and has satisfied all condition precedents
3 to bring this claim.

4 3. At all times material herein, the defendant vessel, P/V HANNAH, Official Number
5 1067457 (Vessel"), was and is a vessel duly documented under the laws of the United States and
6 owned by *in personam* defendant Sayak Logistics, LLC ("Sayak Logistics"). The Vessel is now
7 located at the Bellingham Shipping Terminal, 661 Cornwall Avenue, Bellingham, Washington,
8 which is within this district and subject to the jurisdiction of this Court.

9 4. Sayak Logistics is a Alaska limited liability company doing business in Washington
10 doing business as Northline Seafoods.

11 5. On or about October 25, 2023, Leo's Welding entered into a firm bid contract with
12 Sayak Logistics for the amount of \$852,748 to provide certain machinery, fabrication, engine
13 room and upper deck piping, and other necessities for the Vessel in preparation for the 2024
14 Bristol Bay salmon season. ("Agreement"). A true and correct copy of the Agreement and four
15 associated invoices is attached hereto as **Exhibit 1**.

16 6. Upon completion of the contracted services, Sayak Logistics made multiple requests
17 for additional services, which Leo's Welding invoiced on a time and material basis. Sayak
18 Logistics insisted on an extremely tight timeline for completion of the work, despite continually
19 adding tasks to the scope of work. Ultimately, Leo's Welding issued an additional 103 separate
20 invoices totaling \$1,969,622, exclusive of invoices for interest and late charges. Each invoice
21 detailed the time and materials provided and set forth the terms for payment. A true and correct
22 copy of the Customer Statement prepared by Leo's Welding setting forth the amount due for
23
24
25

1 each invoice, plus late charges and interest, less payments made by Sayak Logistics, is attached
2 hereto as **Exhibit 2**.

3 7. Leo's Welding worked diligently to complete the work right up until the Vessel's
4 departure from the Bellingham/Fairhaven Shipyard to Alaska. All services provided by Leo's
5 Welding were performed by individuals possessing the skills and experience to perform the work
6 requested. The charges under the Agreement and subsequent invoices were reasonable and were
7 provided on the order of Ben Blakey, a member and the CEO of defendant Sayak Logistics, or
8 other persons authorized by Sayak Logistics. Sayak Logistics has not paid all amounts due,
9 despite repeated requests.
10

11 8. On or about December 12 2024, in order to secure payment, Leo's Welding filed a
12 Notice of Claim of Maritime Lien for machinery and necessities in the amount of \$1,233,269.14,
13 which the Coast Guard recorded on December 17, 2024. A true and correct copy of the lien is
14 attached hereto as **Exhibit 3**.

15 9. As of March 27, 2025, the balance owing is \$1,287,871, including \$182,884 in late
16 charges and interest as set forth in Exhibit 2. Interest, late charges, attorney's fees and costs
17 associated with collection continue to accrue.

18 10. The laws of the United States provide that upon making an adequate showing
19 establishing the existence of a maritime lien under 46 U.S.C. sec. 31342, plaintiff may seek to
20 foreclose its maritime lien against the Vessel.
21

22 WHEREFORE, plaintiff prays for judgment as follows:

23 1. That plaintiff be granted judgment against the Vessel P/V HANNAH, *in rem*, and against
24 defendant Sayak Logistics, LLC, *in personam*, for the following amounts:

25 a. \$1,287,871 plus ongoing late charges and interest or prejudgment interest for the

1 provision of necessities to the Vessel;

2 b. Post judgment interest, at the rate in effect at the time of the judgment, from the date
3 of entry until paid;

4 c. The costs of this action, including the fees and costs incurred by the Vessel's
5 keepers, and all expenses related to sale of the Vessel.

6 d. Reasonable attorney's fees.

7 2. That plaintiff be adjudged the holder of a maritime lien for labor, machinery and
8 necessities provided by it to the Vessel for all sums due, including costs and attorney's fees; and
9 that this court declare the relative priority of its lien and all other liens which may exist against
10 the Vessel.
11

12 3. That the maritime lien be foreclosed and the Vessel be sold by the U.S. Marshall and the
13 proceeds of the sale be applied and delivered to pay the demands and claims of plaintiff.

14 4. That process in due form of the law issue against the Vessel and Sayak Logistics.

15 5. That plaintiff have and recover from Sayak Logistics any deficiency after the application
16 and delivery of the proceeds from the sale of the Vessel.

17 6. That at the sale of the Vessel by the U.S. Marshall, plaintiff be permitted to bid, without
18 cash deposit, its judgment, accrued interest, lates charges, costs and attorney's fees, up to the full
19 amount thereof. In the event that such bid is the highest and best bid, that such amount be
20 credited on the decree
21

22 7. Plaintiff have such other and further relief it may be entitled to receive.
23
24
25

1
2 DATED this 7th day of April 2025.

3 ZUANICH LAW, PLLC

4 By: /s/ Brian C. Zuanich

5 /s/ Robert Zuanich

6 Brian C. Zuanich, WSBA, #43877

7 Robert Zuanich, WSBA, #9581

8 U.S. Bank Center

9 1420 5th Avenue, Suite 2200

10 Seattle, WA 98101

11 Phone: 206.829.84

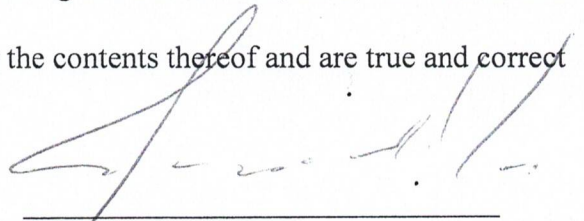
12 Email: brian@zuanichlaw.com

13 rpz@zuanichlaw.com

14 Attorneys for Plaintiff

VERIFICATION

I, Leonardo Estrada, declare on this 7th day of April, 2025, at Seattle, Washington under penalty of perjury under the laws of the State of Washington that I am a member and authorized representative of the plaintiff, Leo's Welding and Fabrication, LLC, that I have read the above and foregoing verified Complaint, know the contents thereof and are true and correct to the best of my knowledge.

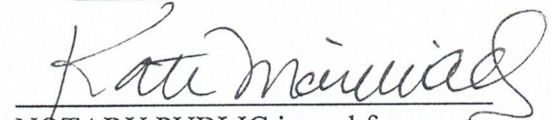
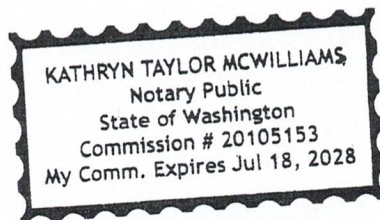


Leonardo Estrada

STATE OF WASHINGTON

COUNTY OF KING

SUBSCRIBED AND SWORN to be this 7th day of April, 2025.



NOTARY PUBLIC in and for
The State of Washington

My appointment expires ~~7/24/2027~~ **12**